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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL RESELLER EXPEDITED PACKAGE CONTRACTS 2
(MC2013-51)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-186

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION TWO TO GLOBAL RESELLER EXPEDITED PACKAGE 2 NEGOTIATED SERVICE AGREEMENT AND AGREEMENT ON ASSIGNMENT (February 21, 2018)

The agreement that is the subject of this docket ("Agreement") went into effect on June 1, 2017. Modification One to the Agreement revised the Preamble and Article 28 to reflect a change in the name of the customer, and revised Article 6(2), but did not materially affect the underlying financial analysis of the agreement that is the subject of this docket. Redacted versions of Modification Two to the Agreement and an assignment agreement, which are both related to Modification One, are included with this filing as Attachments 1 and 2, respectively. Unredacted versions of Modification Two and the assignment agreement are filed under seal. With respect to the nonpublic version of Modification Two and the assignment agreement that are filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated May 11, 2017, in this docket.

¹ See PRC Order No. 3912, Order Approving Additional Global Reseller Expedited Package Services 2 Negotiated Service Agreement, Docket No. CP2017-186, May 23, 2017.

² See PRC Order No. 4117, Order Approving Modification One to Global Reseller Expedited Package Services 2 Negotiated Service Agreement, Docket No. CP2017-186, September 22, 2017.

³ Notice of United States Postal Service of Filing a Functionally Equivalent Global Reseller Expedited Package 2 Negotiated Service Agreement, Docket No. CP2017-186, May 11, 2017, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE By its attorneys:

Anthony F. Alverno Chief Counsel Global Business and Service Development Corporate and Postal Business Law Section

Kyle Coppin Christopher C. Meyerson Carl A. Wolter Attorneys

475 L'Enfant Plaza, S.W., Rm. 6125 Washington, D.C. 20260-1137 (202) 268-6036; Fax -5628 carl.a.wolter@usps.gov February 21, 2018

Modification Two Page 1 of 2

MODIFICATION TWO TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

This Modification amends the Global Customized Mail Agreement ("Agreement") between ("Reseller") with offices at and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller on April 12, 2017, and signed by the USPS on April 24, 2017. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."
The purpose of this Modification is to make the following change to the Agreement.
This Modification incorporates by reference, the terms identified in the Agreement on Assignment of Global Reseller Expedited Package Service Agreement between usps.
All other terms and conditions of the Agreement shall remain in force.
The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.
The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-186). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov . In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf .
The individual signing this Modification on behalf of authority to act on behalf of and intends to, and hereby does bind to the obligations and commitments set forth in this Modification.
The individual signing this Modification on behalf of she has authority to act on behalf of and intends to, and hereby does bind to the obligations and commitments set forth in this Modification.
The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

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In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.



AGREEMENT ON ASSIGNMENT OF GLOBAL CUSTOMIZED MAIL AGREEMENT

(a)	THE	PARTIES	TO	THIS A	GREEMENT:	
-----	-----	----------------	----	--------	-----------	--

(a) THE PART	TIES TO THIS AGREEMENT:		
	("Assianor").		
("Assignee"),		nd the LLC DOS	STAL SERVICE enter into
this agreement agreement.	ent ("Assignment") as of the latter of the three dates acc		
(b) THE FACT	TS ON WHICH THE PARTIES AGREE AND WHICH FO	RM A BASIS FO	R THIS AGREEMENT:
(1)	THE U.S. POSTAL SERVICE has entered into custor customized agreement is the Global Customized Mail A 12, 2017, and by the U.S. POSTAL SERVICE on April 2 2018 (attached as Exhibit A). Hereafter the term "custo to the instrument defined as customized agreement in the customized agree	greement signed 4, 2017, which is omized agreeme	d by the Assignor on April s set to expire on May 31, nt" shall be used to refer
(2)	The U.S. POSTAL SERVICE and the Assignee execut agreement on September 20, 2017 (attached as Exhibit to the customized agreement. First, Modification One rename of the Assignee in the Preamble to the customize replaced the contact information of the Assignor with the Article 28 of the customized agreement. Third, Modicustomized agreement. Hereafter the term "Modifical instrument defined as customized agreement in this part	B). Modification of the placed the name of agreement. So the contact information one retain one one shall	One made three changes e of the Assignor with the econd, Modification One nation of the Assignee in vised Article 6(2) of the
(3)			
(4)			
(5)	It is consistent with the U.S. POSTAL SERVICE's into successor party to the customized agreement.	erest to recognize	ze the Assignee as the
(6)	Evidence of this Assignment of the customized agreen REGULATORY COMMISSION.	nent will be filed	with the U.S. POSTAL
(c) IN CONSI	IDERATION OF THESE FACTS, THE PARTIES HEREBY	AGREE THAT:	
(1)	The Assignor confirms the assignment to the Assign obligations under the customized agreement as of tand the Assignor waives any claims a connection with the customized agreement.	he and rights the As	
(2)	and to perform the customized agreement in accordant customized agreement, also assumes all obligations and itabilities of and all customized agreement as if the Assignee were the original party to the customized.	ce with the cond	the Assignee he Assignor under the
(3)	agreement becomes entitled to all rights, titles, and in	r in interest in	the Assignee by this
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customized agreement as if the Assignee were the original party to the customized agreement.

the term "Mailer" as used in the customized agreement shall refer to the Assignee.

- (4) The Assignee is not released from any and all obligations and liabilities under the customized agreement arising before and up to the October 1, 2017 effective date of Modification One, including, but not limited to, any penalties and indemnification owed pursuant to Article 6, clause 13 ("Penalties") and Article 18 ("Indemnity") of the customized agreement.
- (5) Except as expressly provided in this agreement, nothing in this Assignment shall be construed as a waiver of any rights of the U.S. POSTAL SERVICE against the Assignor.
- (6) The Assignor and Assignee acknowledge that this Assignment and supporting documentation will be filed with the U.S. Postal Regulatory Commission ("Commission") in the following docketed proceeding: CP2017-186. The Assignor and Assignee authorize the U.S. POSTAL SERVICE to determine the scope of information that must be made publicly available under the Commission's rules. The Assignor and Assignee further understand that any unredacted portion of this document may be posted on the Commission's public website, www.prc.gov. The Assignor and Assignee have the right, in accordance with the Commission's rules, to address their confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf.
- (7) Per the Notice provision of the customized agreement, notices or demands required by that agreement should be delivered personally or mailed via Express Mail to the following individual on behalf of the Assignee as the "Reseller":



- (8) The parties to this Assignment warrant that, by and through the individuals signing this agreement, they have the right and authority to enter into this agreement and to perform any obligations hereunder.
- (9) The customized agreement shall remain in full force and effect, except as modified by this Assignment.
- (10) The individual signing this Assignment on behalf of Assignor represents and warrants that he or she has authority to act on behalf of Assignor, and intends to, and hereby does bind Assignor to the obligations and commitments set forth in this Assignment.
- (11) The individual signing this Assignment on behalf of Assignee represents and warrants that he or she has authority to act on behalf of Assignee, and intends to, and hereby does bind Assignee to the obligations and commitments set forth in this Assignment.
- (12) The Parties may execute this Assignment in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.
- (13) In witness whereof, this Assignment is deemed executed on the latter of the three dates accompanying the Parties' signatures.

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ON BEHALF OF	THE U.S. POSTAL SERVICE
Signature	Jonel W. Rosa
Name	Donald W Ross
Title	Director International Sales
Date	1-22-2018
ON BEHALF OF	
Signature	
Name	
Title	
Date	01-03-2018
ON BEHALF OF	
Signature	
Name	
Title	
Date	01-03-2018

GLOBAL CUSTOMIZED MAIL AGREEMENT RETWEEN THE UNITED STATES POSTAL SERVICE AND

This Agreement ("Agreement") is between ("Reseller"), with offices at
and the United States Postal Service ("USPS"), an independent establishment of the
Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998.
The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties." WHEREAS, the
Parties desire to enter into a non-exclusive relationship whereby the USPS will provide certain products and/or services to
the Reseller pursuant to the terms and conditions contained herein. WHEREAS, the Parties desire to be bound by the terms
of this Agreement. NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree
as follows:

- 1. Purpose of the Agreement. This Agreement shall govern the use the Reseller may make of discounted prices for Priority Mail Express International, Priority Mail International, and First-Class Package International Service.
- 2. Definitions. As used in this Agreement: (1) "IMM" means the International Mail Manual as found on the USPS website pe.usps.com on the date of mailing. (2) "DMM" means the Domestic Mail Manual as found on the USPS website pe.usps.com on the date of mailing. (3) "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail shipments from the Reseller under this Agreement. (4) "PC Postage Provider" means any of the USPS-authorized providers of software-based solutions for managing postage accounts listed in DMM 604.4.1.4. (5) "Qualifying Mail" means mail that meets the requirements set forth in Article 3 of this Agreement. (6) "Non-Qualifying Mail" means mail that meets the requirements set forth in Article 4 of this Agreement. (7) "Reseller's Customers" means any third party to which the Reseller agrees to offer rates under the terms of this contract. (8) "USPS Price List" means the Price List (Notice 123) as found on the USPS website pe.usps.com on the date of the mailing.
- 3. Qualifying Mail. With the exception of:
 - (1) Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740;
 - (2) any item addressed to persons or entities identified on the Office of Foreign Assets Control's (OFAC's) Specially
 Designated Nationals List, OFAC's Foreign Sanctions Evaders List, the Bureau of Industry and Security's (BIS's)
 Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to
 Executive Order No. 13382; and
 - (3) any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List,
 OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active
 sanctions by the U.S. Department of State pursuant to Executive Order No. 13382;

"Qualifying Mail" means mail that: (a) meets the requirements set forth in IMM 220 for Priority Mail Express International, excluding all Flat Rate items; (b) meets the requirements set forth in IMM 230 for Priority Mail International, excluding all Flat Rate items and Priority Mail International Regional Rate Boxes; and (c) meets the requirements set forth in IMM 250 for First-Class Package International Service; except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

- 4. Non-Qualifying Mail. "Non-Qualifying Mail" means any mail that does not meet the requirements set forth in Article 3 of this Agreement. The USPS, at its option and without forfeiting any of its rights under this Agreement, either may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices.
- 5. Obligations of the USPS. The USPS hereby agrees: (1) Postage. To provide discounted prices for Qualifying Mail paid for and tendered as required by this Agreement. (2) Notice of Postage Due. To provide the Reseller with a statement to support the calculation of postage due to the USPS as a result of discrepancies between the PC postage or the postage paid through the Electronic Verification System (eVS[®]) administered by USPS (as described in Article 6, Paragraph 2) that was applied by Reseller's Customers sending Qualifying Mail, and the actual postage due to the USPS under this Agreement. (3) Confidentiality. To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files the Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with the Agreement in accordance with other regulatory requirements.

Obligations of the Reseller.	The Reseller	hereby	agrees:	(1)

(3) <u>Payment Method</u>. (a) To pay postage to the USPS through the intermediary of one or more PC Postage Providers of the Reseller's choosing provided that the PC Postage Provider(s) is listed as approved in DMM 604.4.1.4, and capable of both (i) programming rates based on this Agreement, and (ii) complying with USPS reporting requirements related to this Agreement; and/or (b) Only after notification from USPS to the Reseller that postage payment through the Electronic Verification System (eVS®) is acceptable, to pay postage through eVS®, using a permit imprint subject to the conditions stated in DMM 604.5 and IMM 152.6, following standards as published in USPS Publication 205 *Electronic*

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Verification System (eVS®) Business and Technical Guide, USPS Publication 199 Intelligent Mail Package Barcode - (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers, and other related documents. Reseller may pay postage through eVS® only after USPS provides notification to the Reseller that postage payment through the eVS® system under this Agreement is permissible. (4) Advance Notification. To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov, with (a) notification of the USPS-approved PC Postage Provider(s) the Reseller intends to use at least fifteen (15) days in advance of the first use of that PC Postage Provider(s) in connection with this Agreement; (b) notification of the Reseller's intent to add an additional PC Postage Provider(s), or to cease using a particular PC Postage Provider(s), at least fifteen (15) days in advance of the date of the intended change; (c) any and all relevant information required to identify a particular sender tendering Qualifying Mail to the USPS under the pricing terms of this Agreement, as quickly as possible after the relevant information has been determined; (d) notification of new PC Postage Provider account number(s) used for Qualifying Mail ten (10) days in advance of using the new PC Postage Provider account numbers. The message should include the PC Postage Provider account number, the name of the PC Postage Provider account owner, and the requested implementation date. (5) Tender.

(6) Customs,

Export, and Other Documentation. To provide and require that Reseller's Customers provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Reseller further understands and agrees to notify the Reseller's Customers that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to the sender. (7) Customs, Export, and Other Requirements. To comply with and require the Reseller's Customers to comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, in accordance with any requirements specified by those authorities. See IMM 5 for additional information. The Reseller further understands and agrees to notify the Reseller's Customers that any non-compliance may lead to fines, denial of mailing privileges, and/or other penalties, including, but not limited to, the payment of any fines, penalties, expenses, damages, and/or other charges assessed to the Postal Service and resulting from the Reseller's Customers' failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes. (8) Software. (a) If postage payment is through a PC Postage Provider, to require the Reseller's Customers to apply address labels and Customs declarations to Qualifying Mail using the software provided by the approved PC Postage Provider which the Reseller has identified as its chosen postage payment intermediary. (b) If postage payment is through eVS[®] to create address labels for PMEI, PMI, and FCPIS Qualifying Mail using eVS[®] and to send the required Customs information for each Qualifying Mail item to USPS through USPS PTR Shipping Services file 1.7 or 2.0, in accordance with the most recent versions of USPS Export Compliance Customs Data Requirements and USPS Guidelines for Privately Printed customs Declarations Forms. (The most recent versions of these two documents, as of July 6, 2015, were available at https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/ExportComplianceCustomsDataRequirements.pdf https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationForms.pdf). (9) Notices to Reseller's Customers. To provide notice to the Reseller's Customers of the terms and conditions identified in this Agreement as requiring such notice. (10) Postage Due. To pay postage due to the USPS as a result of discrepancies between the PC postage or postage paid through eVS® applied by the Reseller's Customers, and the actual postage due to the USPS under this Agreement. (11) Confidentiality. To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission. (12) Compliance. To comply with all applicable USPS regulations and orders, and in good faith, to seek to comply with all other applicable laws and regulations. (13) Penalties. To pay any fines or penalties, as well as any other expenses, damages, and/or charges (including any applicable duties, taxes, and/or fees vis-a-vis any federal agency other than the USPS), to the extent such are due and owing, and are no longer eligible to be contested by the Reseller (a) that result from an action of any governmental entity that regulates exports and/or imports in relation to any item tendered under this Agreement, or (b) that result from the Reseller's and/or Reseller's Customer's failure to comply with applicable laws and regulations of the origin country, destination country or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit). (14) Items Destined to Cuba. For all items destined for Cuba, the Reseller shall take all necessary measures to ensure that the Reseller's Customers comply with all applicable BIS and OFAC provisions and ensure that electronic export information about shipments under this Agreement destined to Cuba are properly filed, if necessary, under regulations of the Bureau of Census. (15) Notice of Investigations, Prosecutions, or Proceedings. To notify USPS, via e-mail to globaltradecompliance@usps.gov and internationalmailsecurity@uspis.gov, of all criminal, civil, or administrative investigations, prosecutions, or proceedings relating to violations or potential violations of export control, customs, fraud,

data, or mailability laws concerning transactions involving the Reseller, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents, in no case more than 5 business days after discovery.

7. Postage Updates. (1) In the event that the USPS incurs an increase in costs the USPS shall notify the Reseller and modify the prices established under this Agreement. (2) The USPS will give the Reseller thirty (30) days' notice of
(a) The USDS will give the Receller thirty (30) days' notice of
(2) The USPS will give the Reseller thirty (50) days house or
changes to the prices in the Annexes. (3) Any revision of prices in the Annexes shall not be retroactive. (4) No price shall
increase beyond the non-discounted published price for the affected service.

- 8. Minimum Commitment. The Reseller is required to meet an appualized minimum commitment of
- 9. No Service Guarantee. Nothing in this Agreement shall be construed as a representation or guarantee by the USPS that Qualifying Mail will be delivered to the appropriate addresses within any particular time. The Reseller shall notify the Reseller's Customers that there is no service guarantee for mail tendered to the USPS at the discounted prices provided through this Agreement.
- 10. Customs Duties and Taxes. Customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee. The Reseller shall notify the Reseller's Customers that Customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee.
- 11. Term of the Agreement. (1) The USPS will notify the Reseller of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. If the Effective Date of this Agreement is the first of the month, the Agreement shall remain in effect for one calendar year from the Effective Date (for example, if the Effective Date of the Agreement is April 1, the Agreement will expire on March 31 of the subsequent year), unless terminated sooner pursuant to Article 12 or Article 13. If the Effective Date of this Agreement is not the first of the month, the Agreement shall remain in effect until the last day of the month in which the Effective Date falls in the year subsequent to the Effective Date (for example, if the Effective Date of the Agreement is April 2 or a later day in April, the Agreement will expire on April 30 in the subsequent year), unless terminated sooner pursuant to Article 12 or Article 13. (2) The USPS shall have no obligation to notify the Reseller of the status of the approval process or of potential fulfillment of the approval process. (3) If the Reseller has met its annualized minimum commitment under Article 8, the USPS may, prior to the expiration of this Agreement, provide notice to the Reseller in accordance with Article 28 that this Agreement has been extended for an additional month.
- 12. Termination of the Agreement. (1) Either Party to this Agreement, in its sole discretion, may terminate the Agreement for any reason, without cost, fault, or penalty, regardless of whether either Party is in default, upon a day written notification, unless a time frame longer than that falls within the term of the Agreement is indicated by the terminating Party. (2) If the Reseller is not in compliance with this Agreement, USPS will have the right to immediately terminate or suspend performance under this Agreement. (3) In the event that this Agreement is terminated for any reason before the termination date provided for in Article 11, the minimum commitment in Article 8 shall be calculated on a pro rata basis to reflect the actual duration of the Agreement. (4) In the event of early termination under this Article, the Reseller shall notify its PC Postage Provider(s) and the Resellers' Customers of the date the discounted prices will no longer be available to them through this Agreement. (5) The USPS is under no obligation to remind the Reseller of the termination of this Agreement. In addition, the USPS is under no obligation to enter into a subsequent agreement with the Reseller.
- 13. Modification of the Agreement. (1) Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement, with the exception of changes to prices under the terms of Article 7 and with the exception of a notice of termination under the terms of Article 12, shall be binding only if placed in writing and signed by each Party. (2) Modifications may be contingent upon any and all necessary approvals by USPS management's executive committee, the Board of Governors of the USPS, the Governors of the USPS, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. (3) If such approvals are required, the modifications will not become effective until such time as all necessary approvals are obtained. (4) The USPS will notify the Reseller of the date the modification becomes effective within thirty (30) days after receiving the approval of the entities that have oversight responsibility for the USPS. (5) The USPS shall have no obligation to notify the Reseller of the status of the approval process or of potential fulfillment of the approval process.
- 14. Entire Agreement and Survival of Obligations. (1) This Agreement, including all Annexes thereto, shall constitute the entire agreement between the Parties regarding Priority Mail Express International Qualifying Mail, Priority Mail International Qualifying Mail, and First-Class Package International Service Qualifying Mail as defined in Article 3 of this Agreement. (2) The obligations of the Parties with respect to confidentiality, as provided for in Article 5, Paragraph 3; Article 6, Paragraph 11; and Article 16 will expire ten (10) years from the date of termination or expiration of this Agreement. (3) The obligations of the Parties with respect to notice and payment of postage due, as provided for in Article 5, Paragraph 2, and Article 6, Paragraph 10, will expire ninety (90) days from the date of termination or expiration of this agreement. (4) The Reseller is responsible for any remaining obligations under any Reseller agreement between the Reseller and USPS. (5) With the

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exception of the Agreement mentioned in Article 14, Paragraph 4 above, any prior understanding or representation of any kind preceding the date of this Agreement regarding Priority Mail Express International, Priority Mail International, and First-Class Package International Service shall not be binding upon either Party except to the extent incorporated in this Agreement.

- 15. Force Majeure. Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages; governmental laws, ordinances, rules and regulations, whether valid or invalid; court orders whether valid or invalid; inability to obtain material, equipment or transportation; and any other similar or different contingency.
- 16. Confidentiality. The Reseller acknowledges that as part of securing approval of this Agreement, and in other subsequent regulatory filings, the Agreement and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding. The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding. The Reseller further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website: www.prc.gov/docs/63/63467/order225.pdf. At the request of the Reseller, the USPS will notify the Reseller of the docket number of the Commission proceeding to establish the prices in this agreement once assigned.
- 17. Effect of Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 18. Indemnity. The Reseller shall indemnify and save harmless the USPS and its officers, directors, agents, and employees from any and all claims, losses, costs, damages, or expenses ("Claims") growing out of or connected in any other way with the discharge by the Reseller or its agent(s) of any undertaking contained in this Agreement, except for Claims arising out of the negligence or willful misconduct of the USPS or of its officers, agents, or employees. Notwithstanding its obligation to indemnify the USPS, the Reseller shall not be liable for any consequential damages suffered by the USPS.
- 19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with United States federal law.
- 20. Suspensions of Mail Service. In the event that USPS announces a suspension of Priority Mail Express International, Priority Mail International, or First-Class Package International Service from the United States to a country, which would prevent delivery of Qualifying Mail to addressees in that country, the Reseller shall notify the Reseller's Customers not to tender Priority Mail Express International, Priority Mail International, or First-Class Package International Service, as appropriate, to the USPS until service is restored.
- <u>21. Assignment.</u> The rights of each Party under this Agreement, with the exception of the Reseller's right to provide the Reseller's Customers with access to a portion or all of its discount from the applicable published postage prices, are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 22. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if such forbearance or waiver had not occurred.
- 23. Superseding Terms and Conditions. (1) The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices listed in the Annexes thereto, shall be contingent upon the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement may not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under the Agreement, no obligation shall exist for and no benefit shall inure to either Party. (2) In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special;

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indirect; incidental; punitive; consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval, such as attorney's fees. (3) The prices listed in the Annexes to this Agreement are contingent upon any and all necessary approvals for corresponding USPS prices by the USPS Governors, the USPS Board of Governors, and/or the United States Postal Regulatory Commission.

- 24. Mailability, Exportability, and Importability. (1) All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in the IMM 130 and USPS Publication 52; all applicable United States laws and regulations, including export control and customs laws and regulations; and all applicable importation restrictions of the destination countries. For each item mailed under this Agreement, the Reseller is responsible for notifying the Reseller's Customers of their responsibility for determining export and import requirements, obtaining any required licenses and permits, and ensuring that the recipient of the item is authorized by the laws of the United States as well as destination countries to receive the item, and for the exportation and importation status of the products mailed under this Agreement as detailed in IMM 112. (2) The Reseller is responsible for ensuring that no item mailed under this Agreement includes non-mailable dangerous goods. Internationally mailable dangerous goods include only certain biological substances, certain radioactive materials, and small lithium batteries packaged in the devices they are meant to operate, as described in greater detail in IMM 135. Hazardous materials listed within the Department of Transportation's regulations, including at 49 C.F.R. § 172.101, are known as dangerous goods that are prohibited from all international mail, as set forth in Exhibit 331 of USPS Publication 52. These substances and items are in addition to any prohibitions or restrictions on imports that may be found in the Individual Country Listings in the IMM. Penalties for knowingly mailing dangerous goods may include civil penalties pursuant to 39 U.S.C. § 3018 and criminal charges pursuant to 18 U.S.C. § 1716.
- 25. Paragraph Headings and Reference Citations. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. All citations to provisions in the DMM, IMM, or Code of Federal Regulations within this Agreement are intended to refer to the substantive information found within the cited section(s) at the time this Agreement was drafted. Changes to the citations or the relevant substantive information due to published revisions of the DMM, IMM, or Code of Federal Regulations shall be applicable to this Agreement upon the effective date of such revisions.
- <u>26. Fraud.</u> The Reseller shall notify the Reseller's Customers that providing false information to access discounted rates or pay less than the applicable postage due through the use of a PC Postage provider or through eVS[®] may subject the Reseller's Customers to criminal and/or civil penalties, including fines and imprisonment.
- **27. Disclaimer.** The Reseller is not an agent of the USPS and must act in its own capacity in securing business from the Reseller's Customer.
- 28. Notices. (1) All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed, by Priority Mail Express, to the USPS at Managing Director, Global Business and Vice President, United States Postal Service. 475 L'Enfant Plaza SW Room 5012, Washington, DC 20260-4016; or to the Reseller at

USPS at icmusps@usps.gov; or to the Reseller at USPS with updates to the contact information in Paragraph 1 of this Article.

- 29. Notice. The Reseller acknowledges and understands that the USPS may review its product offerings during the term of this Agreement and that the USPS may modify existing product offerings during the term of this Agreement in a manner that could affect the Reseller's ability to achieve the volume commitment in Article 8.
- <u>30. Counterparts.</u> The Parties may execute this Agreement in one or more counterparts (including by facsimile or by electronic means such as .pdf format), not all Parties need be signatories to the same documents, and all counterpart-signed documents shall be deemed an original and one instrument.
- 31. USPS Sales. Nothing in this Agreement prohibits the USPS from soliciting sales from the Reseller's customers.
- 32. Intellectual Property, Co-Branding and Licensing. The Reseller is allowed the use of the following trademarks: "Priority Mail Express International[®]," "Priority Mail International[®]," and "First-Class Package International Service[®]," and the acronyms "PMEITM," "PMITM," and "FCPIS[®]" to indicate the USPS service offered. The Parties acknowledge that in the service of marketing the products under this Agreement that such product marketing may be enhanced through the use of co-branding or the use of each Party's trademarks, logos or intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos or intellectual property other than to refer to the trademark owner or the trademark owner's services until such time that a license for such use has been executed by the Parties and all laws and regulations required for such license's effectiveness have been perfected, which shall include but not be limited to any recordation requirements.
- 33. Limitation of Liability. (1) Priority Mail Express International, Priority Mail International, and First-Class Package International Service shipments mailed under this Agreement are not insured against delay in delivery. (2) Unless otherwise

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specified by notice published in a future issue of the *Postal Bulletin* that a date-certain, postage-refund guarantee will be offered for this particular type of Global Customized Mail Agreement, Priority Mail Express International With Money-Back Guarantee Service Qualifying Mail mailed this agreement is not guaranteed against delay in delivery, and neither indemnity payments nor postage refunds will be made in the event of delay. (3) The USPS shall not be liable for any loss or expense, including but not limited to fines and penalties, for the Reseller's, the Reseller's Customers, or any other person's failure to comply with any export laws, rules, or regulations. (4) The USPS shall not be liable for any act or omission by any person not employed or contracted by the USPS including any act or omission of the Reseller, the Reseller's Customers, or recipient of an item tendered under this Agreement. (5) The USPS bears no responsibility for the refund of postage in connection with actions by Customs authorities. (6) The USPS is not liable for any of the Reseller's actions or the Reseller's Customers' actions and bears no liability in the event of termination with or without cause.

- 34. Warranties and Representations. (1) The Reseller warrants and represents that the Reseller is not subject to, and is not related to, an entity that is subject to a temporary or other denial of export privileges by BIS and that the Reseller is not listed on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382. The Reseller is under an ongoing obligation to give notice of any such denial or listing pursuant to Article 6, Paragraph 15. (2) The Reseller warrants and represents that the Reseller is not aware of any pending investigations that would be subject to the notice obligation under Article 6, Paragraph 15. (3) The Reseller warrants and represents that there has been no criminal, civil, or administration enforcement action in the past 5 years against the Reseller, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents.
- 31. Sovereign Acts. The USPS and the Reseller acknowledge and agree that this Agreement is subject to any legislation that might be enacted by the Congress of the United States or any orders or regulations that might be promulgated by any agency, branch, or independent establishment of the United States Government. The USPS and the Reseller further acknowledge and agree that this Agreement in no way waives the USPS's authority to act in its sovereign capacity and that, pursuant to the sovereign acts doctrine, the USPS shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of this Agreement. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency or independent establishment of the United States Government to terminate, or otherwise as a result of such action is unable to perform its obligations under this Agreement, either Party may give notice of termination pursuant to Article 12 of this Agreement, which termination shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that this Agreement is terminated as set forth in the preceding two sentences, or in the event that either Party is enjoined from proceeding with this Agreement by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction. Further, the USPS will evaluate the impact on the Agreement of amendments to statutes affecting its ability to perform under this Agreement and may give notice of termination pursuant to Article 12 of this Agreement based upon such amendments, which termination shall be effective immediately or as determined by the USPS. To the extent of termination on this basis, the USPS shall not be subject to any liability by reason of such termination.

In witness whereof, each Party to this Agreement has caused it to be executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF USPS:	ON BEHALF OF
Signature: and w. Fass	Signature:
Name:Donald W Ross	Name:
Title: Director Int'l Sales	Title:
Date: 4/24/2017	Date: 09-12-2017
ANNEX 1 PRICES FOR PRIORITY MAIL EXPR	RESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL
ANNEX 2 PRICES FOR FIRST-CLASS PACKA	AGE INTERNATIONAL SERVICE
CONFIDENTIAL USPS	04/2017 (R) i/m/nw - Agreement Page 6 of 6

ANNEX 1A PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC)

Postage prices for Priority Mail Express International and Priority Mail International tendered to the USPS at any of the following USPS International Service Center locations shall be in accordance with the price charts in this Annex 1A:

JOHN F KENNEDY AIRPORT MAIL CENTER US POSTAL SERVICE JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250 JAMAICA NY 11430-9998

JT WEEKER INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 11600 WEST IRVING PARK ROAD CHICAGO IL 60666-9998

LOS ANGELES INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 5800 WEST CENTURY BLVD LOS ANGELES CA 90009-9998

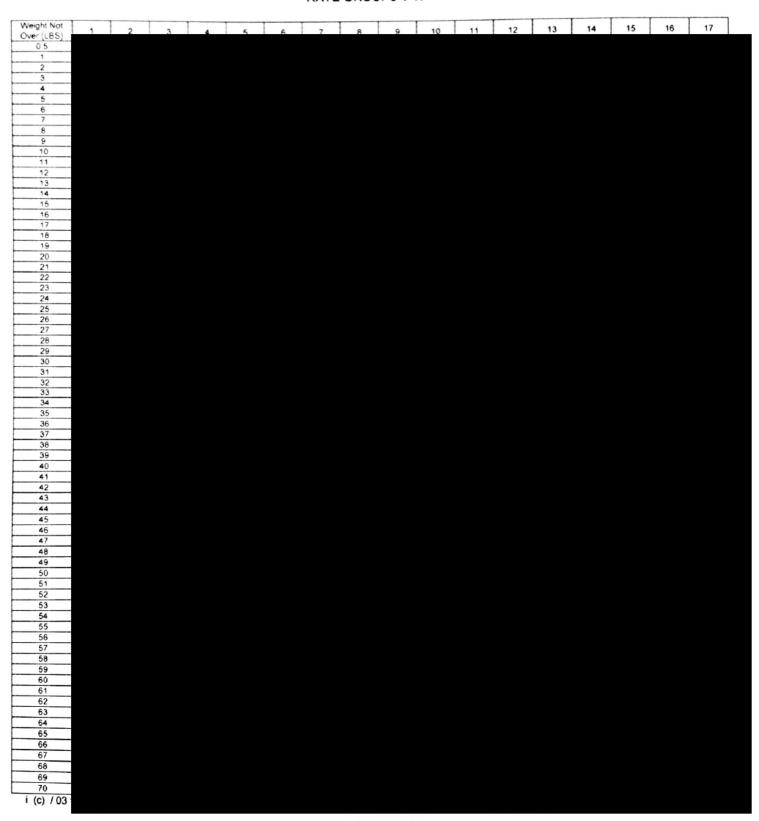
SAN FRANCISCO INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 660 WEST FIELD ROAD SAN FRANCISCO CA 94128-3161

MIAMI INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 11698 NW 25TH ST MIAMI FL 33112-9997

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ANNEX 1A – PRICE CHART 1 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC) RATE GROUPS 1-17



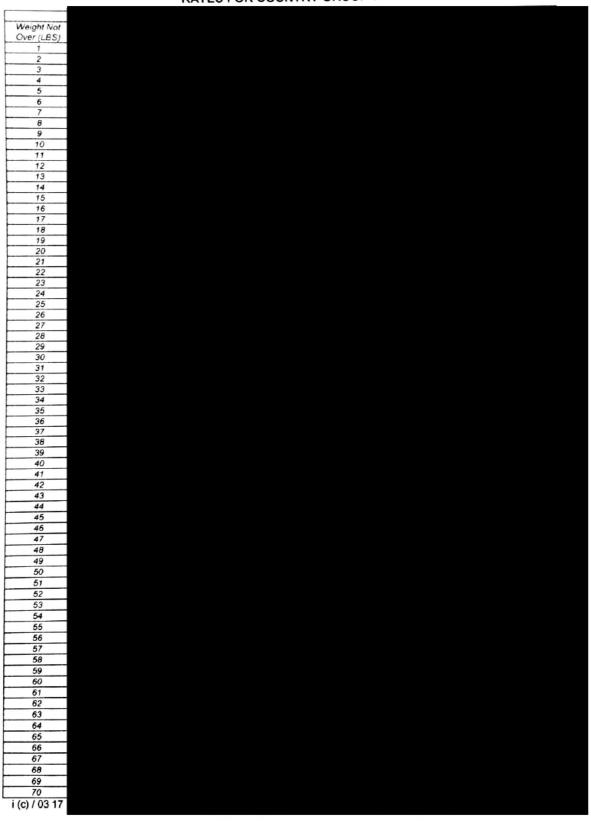
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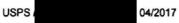
Annex 1 Page 2 of 12

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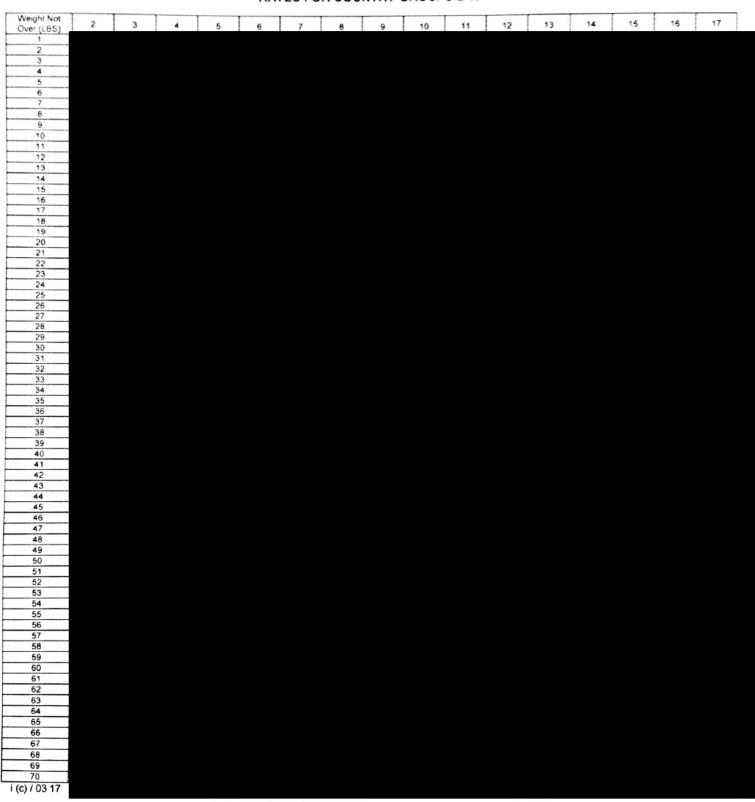
ANNEX 1A – PRICE CHART 2 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC) RATES FOR COUNTRY GROUP 1



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ANNEX 1A – PRICE CHART 3 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC) RATES FOR COUNTRY GROUPS 2-17



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ANNEX 1B PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES

Postage prices for Priority Mail Express International and Priority Mail International tendered to the USPS within one of the following ZIP-Codes defined areas shall be in accordance with the price charts in this Annex 1B.

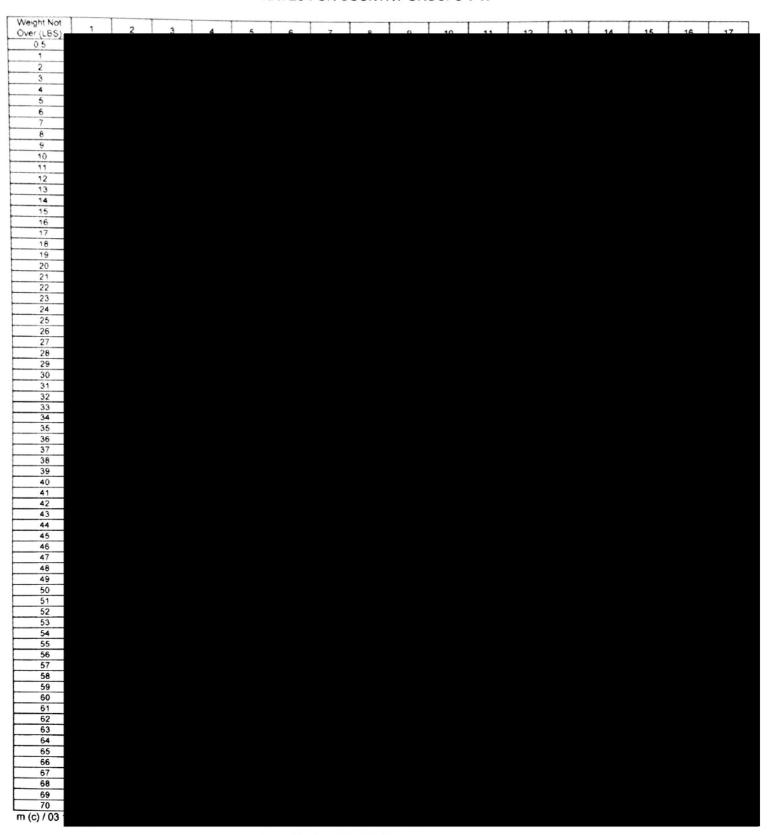
- 005, 010-043, 045, 048, 050-089, 100-149, 155, 157-159, 166-212, 214-239, 244, 254, 267-268, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in New York, NY.
- 2. 321, 327-342, 346-347, 349, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in Miami, FL.
- 3. 090-098, 430-438, 440-469, 478-509, 514, 520-528, 530-532, 534-535, 537-539, 541-545, 547-549, 600-620, 622-631, 633-639, 650-653, 962-966, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in Chicago, IL.
- 4. 864, 889-891, 900-908, 910-928, 930-936, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in Los Angeles, CA.
- 5. 894-895, 897, 937-961, 975, 976, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in San Francisco, CA.

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PRC Docket No. CP2017-186

ANNEX 1B – PRICE CHART 1 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES RATES FOR COUNTRY GROUPS 1-17



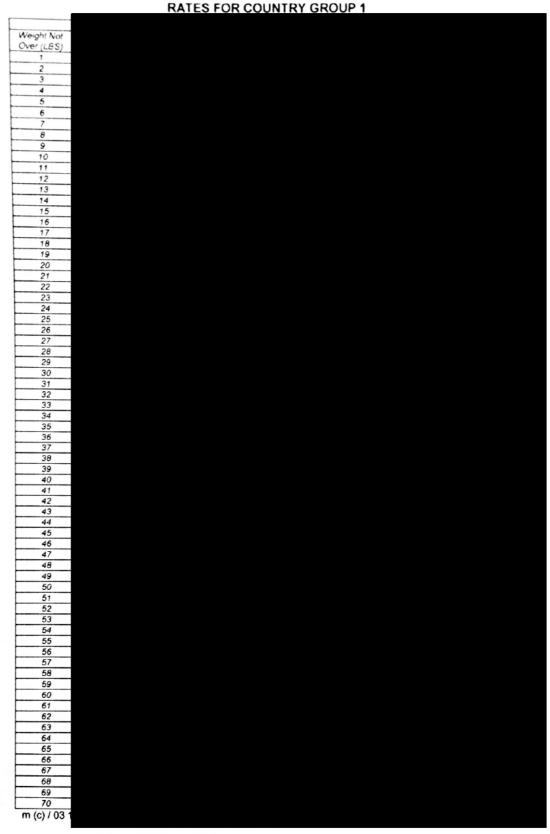
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ANNEX 1B – PRICE CHART 2 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES



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EXHIBIT A

ANNEX 1B – PRICE CHART 3 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES RATES FOR COUNTRY GROUPS 2-17

Weight Not Over (LBS)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2																
3 4																
5																
7 8 9																
10 11																
12 13																
14 15																
16 17																
18 19 20																
21																
22																
23 24 25 26 27																
26 27																
28 29 30 31																
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47 48																
49 50																
51 52 53																
54 55																
56 57																
53 54 55 56 57 58 59																
60 61																
62 63																
62 63 64 65 66																
67																
68 69 70 m (c) / 03 1																
m (c) / 03 1																

ANNEX 1C PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN ANNEX 1A OR ANNEX 1B

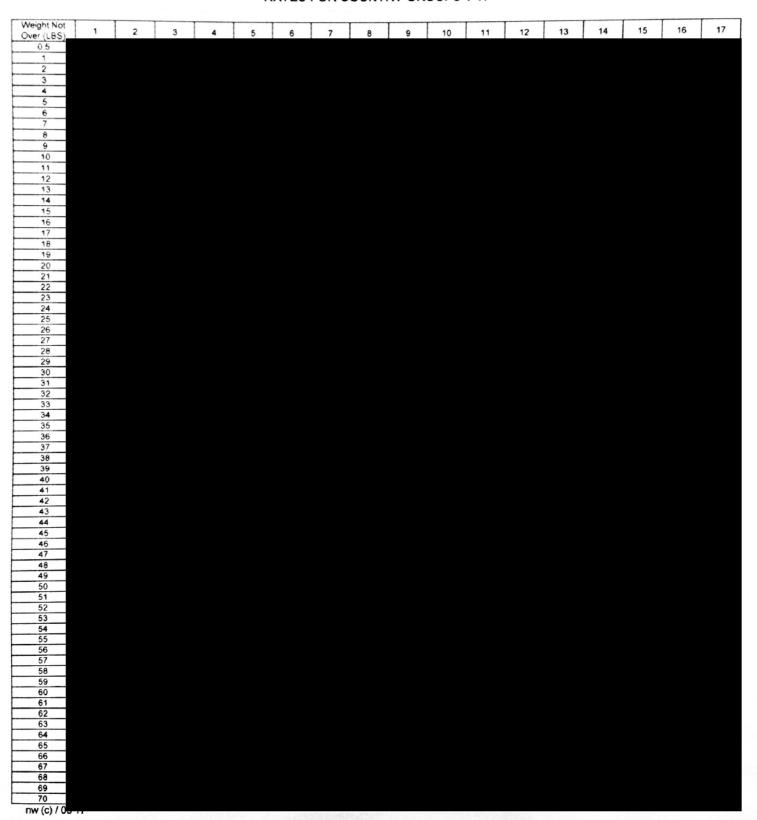
Postage prices for Priority Mail Express International and Priority Mail International tendered to the USPS within any location other than those listed in Annex 1A or Annex 1B shall be in accordance with the price charts listed in this Annex 1C.

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ANNEX 1C – PRICE CHART 1 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL EXPRESS INTERNATIONAL TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN ANNEX 1A OR ANNEX 1B RATES FOR COUNTRY GROUPS 1-17



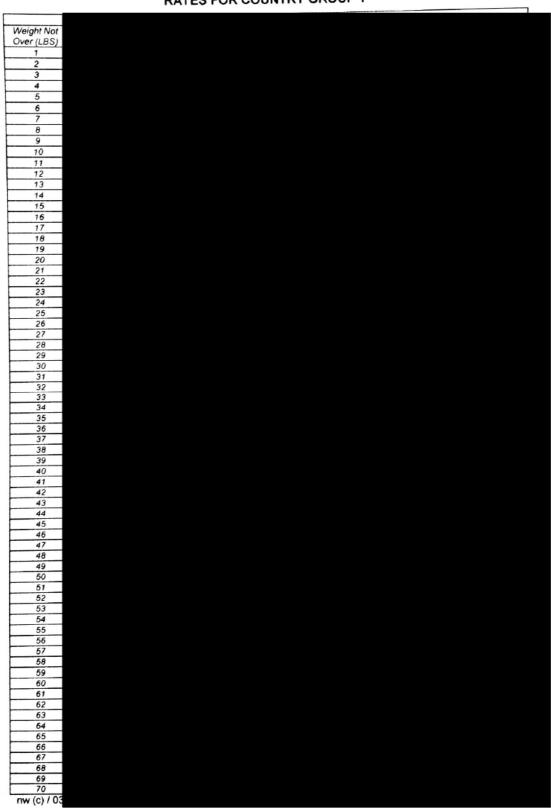
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ANNEX 1C – PRICE CHART 2 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN ANNEX 1A OR ANNEX 1B RATES FOR COUNTRY GROUP 1

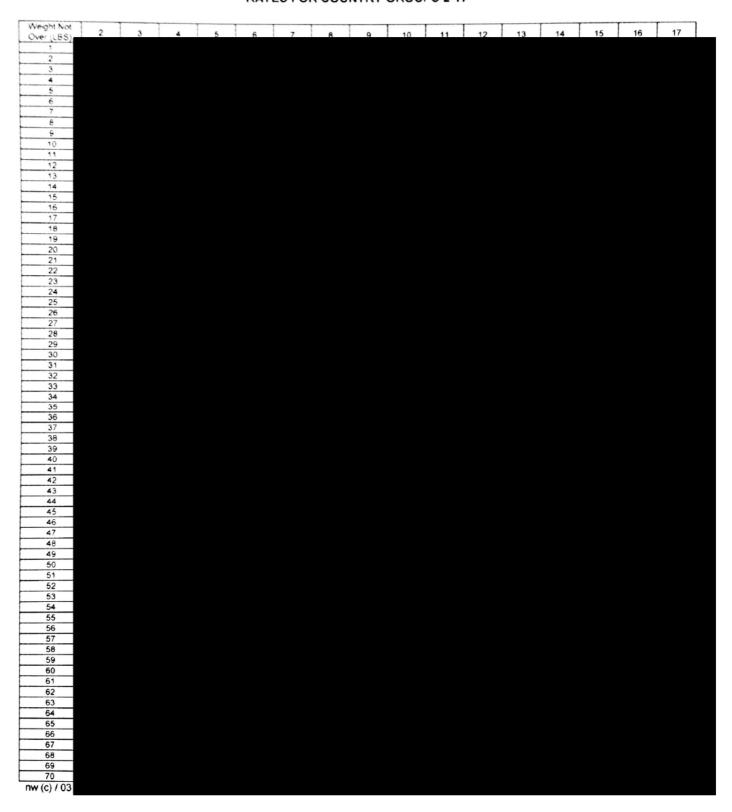


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ANNEX 1C – PRICE CHART 3 PRICES IN UNITED STATES DOLLARS FOR PRIORITY MAIL INTERNATIONAL TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN ANNEX 1A OR ANNEX 1B RATES FOR COUNTRY GROUPS 2-17



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ANNEX 2 PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE

Weight Not Over (Oz)	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7	Price Group 8	Price Group 9
1									
2									
3									
4									
5									
6									
7									
8									
12									
16									
20									
24									
28									
32									
36 40									
44									
48									
52									
56									
60									
64									
fo									

MODIFICATION ONE TO THE GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

This Modification amends the Global Customized Mail Agreement ("Agreement") between
("Reseller") with offices at
States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United State
Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Reseller of
April 12, 2017, and signed by the USPS on April 24, 2017. The Reseller and the USPS may be referred to
individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following three changes to the Agreement.

First, the Preamble shall now read as follows:

This Agreement ("Agreement") is between and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

Second, Article 28 Notices shall now read as follows:

28. Notices. (1) All Notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed, by Priority Mail Express, to the USPS at Managing Director, Global Business and Vice President; United States Postal Service 475 L'Enfant Plaza SW Room 5012: Washington, DC 20260-4016; or to the Reseller at Or via email to United States Postal Service at: icmusps@usps.gov; or to the Reseller at: (2) The Reseller hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

Third, Article 6(2) Obligations of the Reseller shall now read as follows:

(2)

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Reseller acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-186). The Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201#

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EXHIBIT B

signifies the USPS fiscal year to which the ACR pertains. The Reseller has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at http://prc.gov/Docs/63/63467/Order225.pdf.

authority to	al signing this Modification act on behalf of and commitments set fort	and intends to, and hereby does bind to the
means such	may execute this Modificas .pdf format). Not all hall be deemed an origin	cation in one or more counterparts (including by facsimile or by electronic Parties need be signatories to the same document. All counterpart signed hal and one instrument.
In witness w Parties' sign.		n is deemed executed on the latter of the two dates accompanying the
ON BEHALI	F OF THE UNITED STA	TES POSTAL SERVICE:
	Signature:	Crista W. Fasa
Name:		Donald W Ross
	Title:	Director International Sales
	Date	9-20-2017
ON BEHAL	F OF	
	Signature:	
	Name:	
	Title:	
	Date:	09-20-2017